

No supplement to this tariff will be issued except for the purpose of canceling the tariff unless specifically authorized by the Authority.

Additions to, changes in, and eliminations for this tariff will be in loose-leaf form.

**WARREN ARDOIN**  
**(formerly) dba: WARREN'S HOMEWORK**  
**(currently) dba: WARREN'S MOVING**

**CPCN No. 3246**

**HOUSEHOLD GOODS TARIFF NO. 1**

**NAMING LOCAL ACCESSORIAL SERVICE CHARGES,  
MISCELLANEOUS SERVICE CHARGES,  
HOULY RATES AND REGULATIONS**

**APPLYING ON NEW AND USED FURNITURE,  
HOUSEHOLD EFFECTS, PERSONAL EFFECTS AND  
OTHER PROPERTY**

**BETWEEN ALL POINTS AND PLACES WITHIN  
THE STATE OF NEVADA  
FOR**

**WARRENS' MOVING**

Issued by:  
Dixie Ardoin, Owner  
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**CHECKING SHEET FOR TARIFF**

Upon receipt of new or revised pages, a check mark must be placed opposite the "Correction Number" (shown below) corresponding to the number shown in upper left-hand corner of the new or changed page. If correction numbers are properly checked as received, check marks will appear in consecutive order without omission. However, if check marks indicate that a new or revised page has not yet been received, request should be made at once to the issuing carrier for a copy of the new or revised page.

**CORRECTION NUMBERS**

1	4	7	10	13
2	5	8	11	
3	6	9	12	

**EXPLANATION OF ABBREVIATIONS AND OTHER REFERENCE MARKS**

dba.....Doing business as	N.....New
NV.....Nevada	C.....Change, neither increase nor reduction
No.....Number	I.....Increase
Nos.....Numbers	R.....Reduction
NTA .....Nevada Transportation Authority	

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HOUSEHOLD GOODS TARIFF NO. 1

**OPERATING AUTHORITIES**

Transportation of new and used household goods and general commodities of furniture, fixtures, equipment and other property of stores, offices, and other establishments, on an on-call basis between all points and places within the State of Nevada over irregular routes.

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**HOUSEHOLD GOODS TARIFF NO. 1**

**Rule No.****RULES AND REGULATIONS****10 APPLICATION OF RATES – COMMODITY DESCRIPTION**

The rates named in this tariff apply to the packing, loading, transport, unloading and unpacking of articles, baggage, electronic equipment, fixtures, furniture, general commodities, household goods, personal property and the stock of stores, offices or other establishments.

**20 APPLICATION OF RATES – TERRITORY**

The rates named in this tariff apply between all points and place in the State of Nevada.

**30 ARTICLES NOT ACCEPTED**

- 1) Small valuables of any kind will not be accepted for transport, including: articles of extraordinary value, bank notes, cash, coins, credit cards, currency, deeds, garage door openers, hearing aids, intellectual property, jewelry, keys, letters, one of a kind items including antiques and heirlooms, postage stamps, precious metals, precious stones, prescription drugs, securities, valuable documents of any kind or watches.
- 2) Should such articles become part of the carrier's cargo without its knowledge, responsibility for safe delivery will not be assumed.
- 3) All items of a dangerous, corrupting or illegal nature are absolutely prohibited, including: aerosol cans, ammunition, cosmetics, explosives, fire arms, fire extinguishers, gasoline, narcotics, open alcohol containers, paint cans and pets.

**40 ARTICLES LIABLE TO CAUSE DAMAGE**

- 1) Carrier will not accept for shipment property liable to impregnate or otherwise damage equipment or other property.
- 2) The carrier will not accept for shipment articles which cannot be taken from the premises without damage to the article or the premises.

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**Rule No.****RULES AND REGULATIONS****50 COMPLETE ARTICLE**

Each shipping piece or package and contents thereof shall constitute one article, except the total component parts of any article taken apart or knocked down for handling or loading in vehicle shall constitute one article for the purpose of determining carrier's liability. When entire shipment is transported in containers or shipping boxes, each shipping package, piece or loose item not enclosed within a package in such containers or shipping boxes will constitute the article.

**60 DECLARATION OF RELEASED VALUE**

The value of all cargo, for purposes of the liability of the carrier, is released to a maximum of \$0.60 per pound per article. Any liability above the released value will be accepted solely at the discretion of the carrier.

**70 CLAIMS**

- 1) The carrier is directly liable to the customer for physical damage to any customer item packed, carried, loaded, unloaded or held in storage in transit if the damage is the result of negligence of the carrier; liability is subject to the limitations described in this tariff. Any claims for loss, damage or overcharge shall be in writing and shall be accompanied by the original paid bill of lading. Carrier may require certified or sworn statement of claim.
- 2) Carrier shall immediately be notified of all claims for concealed damage and shall be given reasonable opportunity to inspect alleged concealed damage.
- 3) The damaged item must remain in the customer's possession and be presented upon request along with the original bill of lading in order to make a claim.

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**Rule No.****RULES AND REGULATIONS****70 CLAIMS (continued)**

4) No claim of any kind may be submitted by a customer prior to having paid all due charges in full to the carrier.

5) Upon receipt of a claim, the carrier shall have the right to investigate the alleged damage and, within fourteen (14) days after receipt of the claim, the carrier shall:

A) Compensate the shipper, consignor or consignee; or

B) Deliver a written denial of the claim.

A denial of a claim may be appealed to the Nevada Transportation Authority.

6) In the event the customer requests that the carrier engage the services of a third party (i.e. repair, cleaning or servicing of any item), the carrier shall act as an agent for the customer only and shall not be liable for 1) any damages arising out of such services rendered by the third party and 2) failure to execute any instructions except for such instructions that are in writing and acknowledged by the carrier. If the customer finds said services for repairing, cleaning or servicing damaged item(s) to be unsatisfactory, the liability of the carrier will not exceed \$0.60 per pound per article except at the sole discretion of the carrier.

**80 LIMITED LIABILITY OF ITEMS**

No liability will be accepted for certain items of a delicate or exceptional nature, including:

- 1) Articles of defective design
- 2) Decorative stone including marble or travertine table tops
- 3) Electronic equipment, devices or files
- 4) Fountains
- 5) Fragile items contained in drawers
- 6) Grandfather clocks
- 7) Live plants
- 8) Machinery or any device with moving parts
- 9) Musical instruments of any kind
- 10) Appliances, exercise equipment or electronic equipment when no visible damage exists
- 11) Particle board furniture, pressed wood furniture or any items made of similarly pressed material
- 12) Perishables
- 13) Pottery
- 14) Sculptures
- 15) Works of art

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## HOUSEHOLD GOODS TARIFF NO. 1

## 80 LIMITED LIABILITY OF ITEMS (continued)

90 EVENTS AND CONDITIONS LIMITING LIABILITY:

- 1) Cargo is unloaded from a container transported by another carrier.
- 2) Cargo is unloaded from a storage unit loaded by another carrier.
- 3) Cargo is loaded onto a container to be transported by another carrier.
- 4) Customer is not present at the time of unloading cargo.
- 5) Damage to cargo is due to temperature, humidity or atmospheric changes.
- 6) Damage or theft that occurs at a storage unit after carrier has left the premises.
- 7) Damage to customer property of any kind such as carpets, ceilings, electrical wiring, floorboards, floors, paint, walls or any item nearby due to water leaks, gas leaks and/or fires resulting from improper appliance disconnect/reconnect including, but not limited to, dryers, freezers, refrigerators and washing machines.
- 8) Damage to carpets, doors, floorboards, hardwood flooring, paint, tile, walls or other permanent fixtures at customer address for any reason, including negligence of the carrier.
- 9) Damage to cargo stored in boxes, cases, containers or drawers that were not both packed and unpacked by the carrier.
- 10) Furniture disassembled by the carrier is unable to be reassembled properly.

**ACCEPTED**  
**JUN 06 2019**  
Nevada Transportation Authority  
Las Vegas, Nevada



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## HOUSEHOLD GOODS TARIFF NO. 1

Rule No.	RULES AND REGULATIONS
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## 90 EVENTS AND CONDITIONS LIMITING LIABILITY (continued):

- 11) Appliances or furniture having minor chips, dents, dings, nicks, scratches, scuffs or any other minor defect.
- 12) Pre-existing damage of any kind.
- 13) Theft while the carrier is loading or unloading at customer address.
- 14) Any event beyond the control of the carrier including: A) acts of war B) extreme weather events or natural disasters C) acts of terrorism, civil commotions, insurrections, labor disturbances, lockouts, rebellion, revolution, riots, strikes, or the actions of any person(s) taking part in any such occurrence D) confiscation by order of any government or public authority E) risks of contraband or illegal transportation or trade.

## 100 FAILURE TO MAKE DELIVERY

- 1) In all instances where the carrier is unable to deliver its cargo due to:
  - A) Failure to locate the shipper, consignor, consignee or authorized agent at the address given by the shipper
  - B) Delivery is declined by the intended recipient

Notification of failure to make delivery will be given and the property shall be placed in the nearest storage facility. Upon such placement, liability as a carrier shall immediately cease.

- 2) The transport of cargo from a storage facility in which it was warehoused due a failed delivery shall constitute a new shipment, subject to the applicable rates in this tariff

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**Rule No.****RULES AND REGULATIONS****110 IMPRACTICABLE PICK UP OR DELIVERY**

1) It is the responsibility of the shipper to make accessible to the carrier a location from which the transport vehicle may be safely operated for loading or unloading. If the shipper's indicated location is deemed unsafe by the carrier, the shipper shall accept a different location that is deemed safe by the carrier.

2) When it is physically impossible for the carrier to load or unload cargo due to the structure of the building, inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of the roadway, or the nature or an article or articles included in the cargo, the carrier shall either load or unload from at the nearest safe point of approach to the desired location or utilize an auxiliary vehicle to shuttle the cargo between the primary vehicle and the cargo load/unload point.

**120 MOVING INSURANCE**

The cost of any supplemental moving insurance in the name of the shipper, or for the benefit of the shipper, will not be assumed by the carrier. All purchases of moving insurance will be at the sole expense of the shipper and any claims made upon a moving insurance policy will be handled solely by the insurer.

**130 MARKING AND PACKING**

1) Articles of fragile or breakable nature must be properly packed and marked. No claims will be allowed on any items that are not packed and unpacked by the carrier.

2) The shipper shall provide all original packing boxes or agree to use boxes as provided by the carrier.

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**Rule No.****RULES AND REGULATIONS****140 CUSTOMER RESPONSIBILITIES**

Customer shall oversee and supervise all activities of the carrier. It is the sole responsibility of the customer to ensure that all cargo items to be loaded by the carrier are properly indicated for loading and that no item is overlooked for loading at the point of origin. Further, it is the customer's responsibility to inspect the carrier's truck(s) upon delivery to ensure that all cargo items have been removed and to inspect each item for damages. Any activities undertaken by the movers that appear to constitute negligence or disregard for safety shall be reported immediately to the carrier's management. Customer shall instruct the movers to stop work until such communication occurs.

**150 PAYMENT OF CHARGES**

- 1) Payment of all charges is due in full upon completion of cargo delivery. Accepted forms of payment are cash, credit or debit; no personal checks. All payments are non-refundable.
- 2) For moves that have been given a binding estimate with a flat rate, one half of the flat rate is to be collected at the time of loading, and the other half upon unloading, less any deposit previously collected.
- 3) Carrier reserves the right to stop work at any time and demand payment for time worked and time estimated to complete delivery. If charges are not paid in full upon completion of services, shipper agrees to pay the cost of all collection's fees, attorney's fees and/or court fees incurred in the pursuit of payment collection.
- 4) The carrier will not deliver or relinquish possession of any property transported by it until all tariff rates and advance charges have been paid.
- 5) The carrier shall have lien rights on any property transported by it for all charges incurred.
- 6) The shipper will furnish the carrier, upon demand, a certified statement describing and setting forth the actual cash value of any property in possession of carrier being held for payment.
- 7) After seven days, with proper notice, carrier shall have the right to sell, as shipper's agent, at public or private sale, any property of shipper's in satisfaction of any charges not paid in full.

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## HOUSEHOLD GOODS TARIFF NO. 1

Rule No.	RULES AND REGULATIONS
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## 160 LABOR CHARGES

Labor charges cover all accessorial services for which no charges are otherwise provided in this tariff.

## 170 EARLY TERMINATION OF SHIPMENT

- 1) The carrier reserves the right to stop work at any time and demand payment for time worked and time estimated to complete the shipment.
- 2) The shipper reserves the right to stop work at any time. If the cargo of the shipper is still loaded on the transport vehicle of the carrier at the time of such request, labor charges for unloading the cargo still apply or shipper may choose to forego possession of said cargo. All charges incurred prior to requested early termination must still be paid and the two (2) hour minimum charge still applies.

## 180 ESTIMATE OF CHARGES

- 1) If requested by the shipper after a visual inspection of the goods to be transported, the carrier will provide the shipper with a written estimate of the charges. The original will be delivered to the shipper and a copy maintained by the carrier in its record of the shipment.
- 2) The estimate will be based on the carrier's tariff filed with the Nevada Transportation Authority. The final charge for transporting the goods will not exceed the estimate unless the customer requests services that are not included in the written estimate and agrees to pay for the additional services requested. If the final charge is less than the estimate, the carrier shall only collect the actual charge for the service.

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**HOUSEHOLD GOODS TARIFF NO. 1**

Rule No.

**RATES AND CHARGES**

200

**APPLICATION OF RATES**

**Summary of Rates**

**Standard Hourly Rate (two movers, one 28' truck)..... \$150.00 per hour**  
**Each Additional Crew (two movers, one 28' truck)..... \$150.00 per hour**  
**Each Additional Mover (single mover) ..... \$75.00 per hour**  
**Request Additional Truck (truck only)..... \$200.00 per truck**  
**Overtime Rate ..... Rate increases by 50%**  
**Mileage Fee (beginning at the 21<sup>st</sup> mile)..... \$2.00 per mile per truck**  
**Overnight Storage on Truck ..... \$250.00 per truck per night**

1) The hourly rate charges will begin at the arrival time at the point of origin and continue throughout the load, drive to destination and unload and do not end until the truck is entirely unloaded of all customer cargo and is fully reassembled, including securing moving equipment and restacking furniture pads; this applies equally for any requested early termination of shipment.

2) A two hour minimum will apply to all moves. Once the two hour minimum has been satisfied, time will be charged in ¼ hour increments, being rounded up to the next ¼ hour when a new increment is exceeded by 5 minutes.

3) The standard hourly rate of \$150 per hour includes labor performed by two drug tested, background checked movers, use of one 28' moving truck, also use of furniture pads, straps, dollies, carts and other moving equipment.

4) A trip fee of \$2.00 per mile will apply to the drive from the carrier's base of operations to the point of origin when the distance is greater than 20 miles, charges beginning upon the 21<sup>st</sup> mile. Similarly, when the distance from the final destination to the carrier's base of operations is greater than 20 miles, the fee will be charged beginning upon the 21<sup>st</sup> mile. No trip fee will be charged for driving distance while the hourly rate is in effect.

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**Rule No. RATES AND CHARGES**

**200 APPLICATION OF RATES (continued)**

- 5) The price for storing customer cargo on a truck overnight shall be \$250 per night per truck.
- 6) An overtime rate of 150% the hourly rate will apply for all jobs lasting longer than twelve (12) hours, beginning upon the start of the thirteenth (13<sup>th</sup>) hour of service.
- 7) In the event of additional time used due to conditions outside of the carrier's control, including additional stops, customer negligence, heavy traffic, highway obstructions, insufficient elevator service, insufficient vehicle access or parking, long carries or multiple disassemblies or reassemblies, the standard hourly rate will be charged for this time.
- 8) The rates charged by Warren's Moving are subject to regulation by the Nevada Transportation Authority.

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